

**GENERAL TERMS AND CONDITIONS  
OF SALE AND DELIVERY  
KROSNO GLASS S.A.**

1. These General Terms and Conditions of Sale and Delivery (hereinafter referred to as "**GTC**") apply to all contracts for the sale, delivery, and provision of services (the term "*contract*" shall be understood to mean all the legal transactions indicated above, unless otherwise specified in a given fragment) by KROSNO Glass S.A. with its registered office in Krosno (38-400 Krosno, ul. Tysiąclecia 13, Poland), entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Rzeszów, 12th Commercial Division of the National Court Register, under number 0000725148, NIP: 5252658150, share capital PLN 25,100,000.00 paid in full (hereinafter referred to as "**KROSNO**") with contractors who are entrepreneurs (hereinafter referred to as "**Ordering Party**" or "**Buyer**" in the case of a single entrepreneur or "**Ordering Parties**" or "**Buyers**" in the case of more than one entrepreneur), the subject of which are goods or services covered by the scope of KROSNO's activity (hereinafter referred to as "**Products**"), with the exception of contracts concluded with consumers. The GTC apply to contracts concluded with Ordering Parties who are domestic or foreign entities. The provisions relating to the contract also apply accordingly to orders.
2. The GTC are binding for KROSNO and the Ordering Party. Any terms and conditions of the Ordering Party, both general and specific, are not binding on KROSNO, even if KROSNO does not raise a separate objection in this regard. The Ordering Party's terms and conditions are binding on KROSNO when KROSNO agrees to their application in writing or in document form. In the event of a conflict between the provisions of the GTC and the contract (order), the contract (order) shall prevail. In the event of a conflict between the provisions of the GTC and documents other than the contract or order, the GTC shall prevail.
3. Before signing the contract or placing an order, the Ordering Party is obliged to read the current GTC available at <https://www.krosno.com/realizacja-zamowien>. By signing the contract or placing an order, the Ordering Party accepts the GTC. Signing the contract or placing an order by the Ordering Party means that the Ordering Party has read the current GTC published on the website <https://www.krosno.com/realizacja-zamowien>.
4. The products are manufactured in accordance with the quality standard and current technological capabilities of KROSNO specified in the current KROSNO Quality Requirements: WJA-000-00-PKJ-01, WJA-000-00-PKJ-02, WJA-000-00-PKJ-03, WJA-000-00-PKJ-04 (hereinafter referred to as "WJ"), available at <https://www.krosno.com/realizacja-zamowien>. By placing an order, the Ordering Party confirms that they have read the current WJ published on the website <https://www.krosno.com/realizacja-zamowien>.
5. The Ordering Party places an order electronically to the e-mail address [krosno@KROSNO.com](mailto:krosno@KROSNO.com), in document form, in writing or via the internet platforms at: [www.KROSNOprofessional.pl](http://www.KROSNOprofessional.pl), [www.hurtownia.KROSNO.com.pl](http://www.hurtownia.KROSNO.com.pl), [www.KROSNO.com.pl](http://www.KROSNO.com.pl),

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REGON: **364383766**

Spółka Prawa Handlowego zarejestrowana w Sądzie Rejonowym w Rzeszowie

XII Wydział Gospodarczy Krajowego Rejestru Sądowego  
KRS 0000725148

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The Ordering Party declares that the persons placing the order are authorized to do so by the Ordering Party.

6. In order to be valid, the order must contain at least:
- a) the name (company) and address of the Ordering Party, together with the tax identification number (NIP), in accordance with the National Court Register (KRS) or the Central Registration and Information on Business (CEIDG) or the register applicable to the Ordering Party's country.
  - b) the first and last name of the person placing the order, and in the case of orders sent by e-mail in a PDF file or in writing, together with the signature of the person placing the order,
  - c) a description of the product from the KROSNO price list or KROSNO Commercial Offer, using the product names and symbols indicated therein,
  - d) technical documentation in the case of new products to be manufactured by KROSNO according to the Ordering Party's design,
  - e) product quantity,
  - f) the net price of the product + VAT specified in the current price list or commercial offer,
  - g) expected delivery date,
  - h) place of delivery, subject to point 13,

In the case of orders placed via the online platforms specified in point 5, the elements of the order may be specified in the terms and conditions of the online platforms. Krosno executes contracts and orders both in the Make to Stock (MTS) and Make to Order (MTO) formulas.

7. Payment is made on the terms of 100% prepayment before the start of production on the basis of a pro forma invoice, unless KROSNO

and the Ordering Party agree otherwise in writing or in documentary form, including by indicating different arrangements in this regard in the order. Payment shall be made by bank transfer to the bank account indicated in the invoice. The invoice shall be sent by registered mail to the Ordering Party's address, unless the Ordering Party provides an e-mail address when placing the order for the invoice to be sent in electronic form in PDF format.

8. For the order to be effective, it must be confirmed by KROSNO within 7 working days of receipt of the order. Failure to confirm acceptance of the order for execution means that KROSNO refuses to execute the order.
9. Orders that do not meet the requirements specified in section 6 will not be processed. KROSNO may suspend the execution of any order (including confirmed orders) until the Buyer completes the order within 3 working days in accordance with KROSNO's instructions, and may request the Buyer to send, within three working days, in writing or in document form, signed - by persons authorized to represent the Buyer in accordance with the National Court Register (KRS) or the Central Registration and Information on Business (CEIDG) or the register applicable to the Buyer's country - the General Terms and Conditions of Sale and the order. Suspension of order fulfillment for the above reasons does not give rise to any claims for damages on the part of the Buyer against KROSNO. If the Buyer fails to fulfill the above obligations, KROSNO may withdraw from the order within 14 days from the date of the request made by KROSNO, and the Buyer shall not be entitled to any claims for damages against KROSNO on this account.

10. Any changes to confirmed orders and cancellations of confirmed orders require the

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consent of KROSNO in writing or in the form of a document. In the event of a change to a confirmed order or cancellation of a confirmed order, the Buyer shall be obliged to cover all costs incurred by KROSNO associated with this, including the cost of components ordered that are necessary for the confirmed production (e.g., cartons, labels, the equivalent value of manufactured products according to the prices the order).

11. In the event of withdrawal from the contract (order) by the Buyer, KROSNO has the right to:

- a) charge the Buyer for the ordered components necessary to carry out the confirmed production (e.g., cartons),
- b) impose a contractual penalty on the Buyer in the amount of 10% of the order value specified in the order confirmation - KROSNO may seek payment and supplementary compensation up to the amount of the damage incurred,
- c) impose a contractual penalty on the Buyer in the amount equivalent to the value of the products manufactured up to the date of withdrawal according to the prices from the order - whereby KROSNO may claim its payment and supplementary compensation up to the amount of the damage incurred.

12. In the case of deferred payment, KROSNO may request additional data and documents from the Buyer, as well as payment security, the submission and acceptance by KROSNO will constitute the basis for confirmation and execution of the order, even if the order has been previously confirmed by KROSNO.

13. Delivery of the ordered products shall be made on an FCA KROSNO (ul. Tysiąclecia 13, 38-400 Krosno, Poland) or FCA Podgrodzie (Podgrodzie 35b, 39-200 Dębica, Poland) basis (INCOTERMS

2020). KROSNO and the Ordering Party may specify other delivery terms in writing or in documentary form, including by indicating different arrangements in this regard in the order. The delivery of the Products and the related control and the transfer of the risk of loss or destruction thereof shall take place at the time of delivery of the products to the Ordering Party or to a carrier designated by it, unless the Parties agree otherwise. The person signing the delivery note or consignment note is the person authorized by the Ordering Party to receive the Products.

14. Delivery dates are binding for KROSNO at the time of confirmation by KROSNO of acceptance of the order for execution and are valid only on condition that all details of the order have been agreed.

15. The fulfillment of confirmed orders may differ from their content within the acceptable margin for

- a) the quantity of products: in terms of shortages and quantity surpluses: 5% up to 5,000 pieces, 1% from 5,001 to 50,000 pieces, and 0.5% above 50,000 pieces,

- b) delivery dates: +/- 3 working days,

unless otherwise agreed by the parties.

16. Force majeure, as well as other events that seriously limit production or the fulfillment of the contract deadline, or the order, or cause logistical difficulties, constitute grounds for KROSNO to change the fulfillment deadlines or withdraw from the contract. In such a situation, KROSNO shall notify the Buyer in writing of the occurrence of such an event within 7 working days of the occurrence of the above circumstances. In the event of withdrawal from the contract, KROSNO shall not be liable for any damages arising in connection with its withdrawal from the contract.

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17. Until the order/contract is completed, KROSNO reserves the right to change the confirmed or agreed prices or withdraw from the order/contract in the event of an increase in the costs of energy utilities or raw materials and components and cardboard for production, changes in exchange rates or currency regulations, changes in customs duties or changes in other factors beyond KROSNO's control. KROSNO shall inform the Buyer of the price change and the status of the order completed so far. In the event of a price increase, the Buyer has the right to withdraw from the contract with regard to the unfulfilled order, of which it is obliged to notify KROSNO in writing within 5 working days from the date of receipt of the new prices. After this period, withdrawal is not possible. Changes in exchange rates do not entitle the Buyer to withdraw from a confirmed order. The information contained in the KROSNO price list, KROSNO Commercial Offer or any other KROSNO commercial documents does not constitute an offer within the meaning of the provisions of the Polish Civil Code, even if it is accompanied by a price, unless otherwise expressly stated in its content.

18. In the event of a delay by the Buyer in collecting the products from the delivery date specified in the confirmed order or on another date agreed by the parties, KROSNO shall have the right to demand payment from the Buyer of:

- a) a storage fee for each pallet of products (full and partial) in the amount of PLN 75 (in words: seventy-five zlotys) + VAT per month, calculated proportionally for each day of storage commenced,
- b) a contractual penalty of 0.1% of the value of the uncollected Products for each commenced day of delay.

The above fees and penalties shall be payable by the Buyer within 7 days of receipt of the relevant accounting document.

19. If the Buyer's delay in collecting the Products exceeds 3 months from the delivery date specified in the confirmed Order or within another period agreed by the Parties, KROSNO shall have the right to:

- a) sell the Products to a third party, including products manufactured according to the Buyer's designs, including products, packaging, and labels bearing the trademarks of the Buyer or third parties, or
- b) dispose of the Products, packaging and labels, with the Buyer reimbursing the costs associated therewith, regardless of the Buyer's obligation to pay the price for the Products,

- to which the Buyer agrees.

The Buyer shall not be entitled to claim any penalties or compensation from KROSNO. In the event of any claims against KROSNO by third parties, including claims for infringement of third party rights in connection with the exercise by Krosno of the above rights, the Buyer shall indemnify KROSNO against such claims.

20. In the event of a delay in payment by the Buyer, including a delay in prepayments, KROSNO shall be entitled, without prior notice of payment, to:

- a) suspend the execution of confirmed orders, including the release of goods, until the arrears are paid, and
- b) demand payment of 100% of the price of the Products + VAT as a prepayment for confirmed orders and future orders.

The Buyer shall not be entitled to claim any penalties or compensation from KROSNO.

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21. Ownership of the sold Products shall pass to the Buyer upon full payment of the price.
22. In connection with the purchase of Products manufactured according to KROSNO designs, the Buyer does not acquire any intellectual property rights or licenses to use them, including any rights to copyrighted works, related rights, industrial designs, trademarks, patents, know-how.
23. The buyer shall bear the costs of production preparation and manufacture, delivery, replacement, and regeneration in the event of normal wear and tear of tools (molds) for the production of products made according to the buyer's designs or commissioned for design and manufacture by KROSNO. All rights to technical documentation developed by KROSNO in connection the production of products and the know-how covered by this documentation, as well as the tools (molds) for the production of products, shall remain the sole property of KROSNO both during the term of the contract (order) and after its expiry, even if the Buyer has paid for them and incurred the costs. KROSNO during the performance of the contract (order) and within two years from the date of the last delivery, KROSNO is obliged to maintain the tooling (molds). In the event of the expiry of the contract (order) and payment by the Buyer of the full costs referred to above, KROSNO may, at the Buyer's written request submitted within two years from the date of the last delivery, transfer the ownership of the molds for the production of products according to the designs provided by the Buyer, for an agreed remuneration, and after this period, the tooling (molds) will be disposed of.
24. The Buyer warrants that the designs and drafts of products, cartons, and labels, as well as technical documentation provided by them, do not violate

applicable laws, any intellectual property rights of third parties, including copyrights, industrial property rights, trademarks, and personal rights of third parties, and that the use of these designs and projects by KROSNO for the purpose of performing the contract (order), including the manufacture of products, packaging, and labels, will not constitute an infringement of the rights of third parties, an act of unfair competition, or a violation of applicable law. The Buyer warrants that it is entitled to grant KROSNO the above permissions, including consent to modify, change, supplement, and develop the provided product designs, packaging, and labels. In the event that the above statements of the Buyer are incomplete or untrue, the Buyer undertakes to compensate KROSNO for any resulting material and non-material, indirect and direct damage, as well as to satisfy any claims of third parties for violation of their rights, and if it is impossible to satisfy these claims, to cover, at KROSNO's request, all costs, penalties, damages, fines, and compensation, including those incurred, awarded by a state court, arbitration court, or resulting from a court or out-of-court settlement.

25. The buyer shall inspect the products upon delivery for any shortages in the quantity of collective packaging, damage to collective packaging, and shall include any comments in the delivery note, waybill, or complaint report, and shall notify KROSNO of the complaint no later than on the day of delivery. All other complaints regarding quantity and quality complaints must be submitted to KROSNO in writing or by e-mail to [reklamacje@KROSNO.com](mailto:reklamacje@KROSNO.com) within the following deadlines in order to be effective:
- a) quantity complaints regarding individual packages and their contents - within 5 working days of receipt,

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- b) quality complaints:
- obvious defects - within 10 working days of receipt,
  - hidden defects – immediately after their discovery, but no later than 30 days from the date of receipt.
26. Complaints should include:
- a) the title "COMPLAINT,"
  - b) the Buyer's details and the invoice number to which the complaint relates,
  - c) designation of the Products to which the complaint relates (code, name), quantity of products complained about, description of defects (reasons for complaint),
  - d) complaint form available for download at <https://www.krosno.com/realizacja-zamowien>
  - e) clear photos of the defective Products,
  - f) the proposed method of resolving the complaint from among the options described in point 33 of the GTC.
27. Failure to comply with the requirements referred to in points 25 and 26 of the GTC will result in the Buyer losing their warranty rights.
28. Shortages within the negative tolerance specified in point 15 of the GTC are not considered quantity shortages. Defects specified in the current KROSNO Quality Requirements: WJA-000-00-PKJ-01, WJA-000-00-PKJ-02, WJA-000-00-PKJ-03, WJA-000-00-PKJ-04 (hereinafter referred to as "WJ"), available at <https://www.krosno.com/realizacja-zamowien>.
29. The Buyer is obliged to secure the Products subject to complaint until the complaint process is finally completed and the Products are made available for inspection by KROSNO, if KROSNO deems it necessary to carry out an inspection.
30. The Buyer should return the products subject to complaint only after obtaining prior consent from KROSNO to send the Products to the location specified by KROSNO and after agreeing on the method and date of shipment. If the Buyer sends the products subject to complaint without prior notification of the complaint or without prior agreement on the method and date of shipment, KROSNO shall be entitled to refuse to accept the shipment or to charge the Ordering Party with the shipping costs.
31. KROSNO shall consider the complaint within 30 working days of its receipt. If the Buyer is not notified about the manner of considering the complaint, it shall be assumed that KROSNO has accepted the complaint as justified.
32. The complaint will not be considered if:
- a) the quality of the Products complies with the Buyer's or WJ's samples valid at the time of placing the Order by the Buyer,
  - b) the Product has been modified (altered) or tampered with (e.g., engraving, painting, printing, embossing, grinding, other physical tampering),
  - c) the Product was used contrary to its properties or intended use,
  - d) the Product has been mechanically damaged for reasons not attributable to KROSNO,
  - e) the defect concerns non-standard Products,
  - f) the complaint was submitted after the deadlines specified in point 25 of the GTC,
  - g) The product does not meet the Buyer's expectations not specified in the contract (order),

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- h) there are any other justified grounds for refusing to accept the complaint.
- 33.** If the complaint is accepted, KROSNO shall, at its discretion:
- a) deliver the missing quantity of Products,
  - b) repair or replace the defective Product,
  - c) reduce the price of the Products in such a ratio the value of the Products free from defects to their value taking into account the existing defects,
- unless the Buyer and Krosno agree in writing on another method of handling the complaint.
- 34.** KROSNO's liability to the Buyer under the warranty shall be 6 months from the date of issue of the invoice.
- 35.** The provisions of this section cover all of the Buyer's rights vis-à-vis KROSNO in connection with Product defects. Apart from the rules specified in points 25 to 34 of the GTC, KROSNO's liability under the warranty for defects is excluded.
- 36.** KROSNO does not provide a guarantee of the quality of the Products. Liability arising from the conclusion of the contract is limited to damage caused to the Buyer through wilful misconduct, subject to points 25-28 of the GTC.
- 37.** KROSNO declares that it has the status of a large entrepreneur within the meaning of Article 4c of the Act of March 8, 2013, on counteracting excessive delays in commercial transactions, in accordance with the conditions specified in Annex I of Commission Regulation (EU) No. 651/2014 of June 17, 2014, declaring certain types of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (OJ EU L 187 of 26.06.2014, as amended).
- 38.** During the term of the agreement and for a period of three years after its expiry, the Buyer undertakes to keep confidential all information obtained from KROSNO in connection with the conclusion and performance of the agreement, and not to disclose or transfer it to third parties. The obligation of confidentiality does not apply to information that has been made public without violating the law, must be disclosed at the request of an authorized state authority or court, or in other cases specified by law. In the event of a breach of this provision, the Buyer shall pay KROSNO a contractual penalty of PLN 15,000 for each confirmed breach, payable without demand to the bank account indicated by KROSNO.
- 39.** KROSNO reserves the right to demand from the Ordering Party a security for the proper performance of the contract (order) both at the stage of the first order at every stage of cooperation between the parties. The type of security shall be specified by KROSNO. The provision of such security may be a condition for the acceptance and performance of the contract (order).
- 40.** The rules for the processing of the Buyer's personal data by KROSNO are set out in the information clause and the personal data processing policy available on the KROSNO website at <https://www.krosno.com/realizacja-zamowien>
- 41.** KROSNO may amend the GTC at any time. Amendments to the GTC shall not apply to orders placed by the Buyer prior to the introduction of the amendments, unless the Buyer and KROSNO agree otherwise.
- 42.** In the event of a dispute, the Parties shall endeavor to resolve it through mediation in accordance with the Mediation Rules of the Mediation Center at the

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Polish Chamber of Commerce in Warsaw, and if this is not possible, the dispute shall be finally settled by an arbitration tribunal in accordance with the arbitration rules of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw in force on the date of commencement of the proceedings. The language of the proceedings shall be Polish. The place of the proceedings shall be Warsaw.

43. The law of the Republic of Poland shall apply to the performance of contracts (orders) and the resolution of disputes arising therefrom, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods, drawn up in Vienna on April 11, 1980.
44. These GTC shall be effective as of February 4, 2026.

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